

4. Changes: If the articles to be furnished hereunder are to be specially manufactured in accordance with Buyer's drawings and specifications, Buyer may, by written order, make changes in drawings or specifications. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the order modified in writing accordingly.
5. Advertising: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the articles herein mentioned.
6. Patents: Seller guarantees that the sale or use of Seller's products will not infringe any U.S. or foreign patent and Seller shall save Buyer harmless from all judgments and decrees that may be entered against Buyer or Buyer's vendees,mediate or immediate, and against all costs and expenses that Buyer shall incur by reason of any infringement or claim thereof whether such infringement be direct or contributory and Seller covenants that it will, upon Buyer's request, at Seller's expense, defend or assist in the defense of any suit or action that Seller's products by reason of any infringement or claim thereof predicated upon the sale or use of Seller's products.
7. Indemnification: Seller agrees to indemnify, save harmless and defend Buyer and its affiliates, companies, their customers, directors, officers, employees and agents, from and against any loss, liability, cost, expenses and, including claims, judgments and all other obligations and proceedings whatsoever, including without limitation, all judgments, judgments and all other obligations and proceedings imposed upon Buyer and any responsible attorney or fee, and any other costs of litigation (hereinafter collectively referred to as "liabilities") arising out of or from any claims to persons, including death or damage to property, caused by work-related activities, subcontractors, or in any way attributable to the performance and possession of the Seller's obligation herein to indemnify Buyer, shall not apply to any liabilities arising from Buyer's sole negligence. Seller agrees to expressly waive its immunity, if any, under the applicable workers' compensation law, if such immunity may affect its indemnification obligation.
8. Maximum Prices: Seller certifies that the prices charged herein do not exceed the maximum price permissible under any applicable price regulations, rulings, schedules or orders promulgated by any duly authorized government agency. If cash discounts for early payment are offered by Seller, the period of time agreed upon as constituting "early payment" shall begin with the later of the invoice date or receipt of merchandise. Seller does not, by this certificate, waive any right of protest or appeal granted by law or otherwise.
9. Compliance with Applicable Laws, etc.: Seller agrees that, in the performance hereof, it will comply with all applicable laws, statutes, rules, regulations or orders of the United States Government or of any state or political sub-division thereof, and same shall be deemed incorporated herein by reference. Without limiting the generality of the foregoing, Seller agrees that it will include on all invoices issued by the Seller hereunder the following statements: "The Seller represents that, with respect to the production of articles and/or performance of the services covered by this invoice, it has fully complied with all provisions of the Fair Labor Standards Act of 1938, as amended."
10. Cancellation: (a) Buyer reserves the right to cancel all or any part of the undelivered portion of Buyer's order if Seller does not make deliveries as specified in the schedules or if Seller breaches any of the terms hereof, including the Seller's Warranty. Buyer shall also have the right to terminate the Buyer's order or any part thereof in the event of the happening of any of the following: Insolvency of Seller; filing of voluntary petition in bankruptcy; filing of an involuntary petition to have Seller declared bankrupt; provided it is not vacated within thirty (30) days from the date of filing; the appointment of a receiver or trustee for Seller; provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors. The remedies provided in this section shall be cumulative and in addition to any other or further remedies provided in law or equity. (b) Buyer shall have the right for and at telephone notice effectively upon receipt by Seller, even though Seller is not in breach of any obligation properly with Buyer's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to Buyer's order. In the event of such cancellation, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to cancellation in connection with the items for which Buyer's order is cancelled plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. In no event shall the Seller be entitled to recover incidental or consequential damages. Seller shall advise the Buyer, in writing, of Seller's claim, if any, for cancellation costs within ten (10) days after receipt of the notice of cancellation.
11. Assignment: This order may not be assigned by Seller without the consent in writing of Buyer.
12. Seller's rights and remedies contained herein are in addition to, and not in lieu of, any additional rights and remedies Seller has or may hereafter acquire pursuant to Article 2 of the Uniform Commercial Code or any other applicable law.